**Guidelines for participating restaurants**

Silicon Valley Restaurant Week is an opportunity to showcase your restaurant’s cuisine and highlight your best creations. You might choose to feature dishes that are most popular among your guests, some signature menu items — or your own favorites. Be creative and have fun!

1. Fixed price offering: Participating restaurants offer a three-course fixed price dinner menu for a single price point of $25, $35, $45 (higher end $55, $65, $75) each night they are open between April 24-May 1, 2013.
2. Supplementary menu: A special Silicon Valley Restaurant Week menu must be printed to supplement your standard menu. Meal includes appetizer, entrée and dessert.
3. Course options: Menu should offer three options for each of first two courses (three appetizers and three entrées) and two or three desserts.
4. Customers shouldn’t have to ask: Silicon Valley Restaurant Week menu should be clipped to, inserted or otherwise presented along with the regular menu.

5. Tip, tax and beverages: Beverage, tax and gratuities are not included in the price. This should be noted on the menu.

1. Impress new customers: Menu items should be representative of your restaurant in both portion size and quality. Remember that your menu will leave an impression with diners, including many who may be trying your restaurant for the first time.

6. Fees: The registration fee is $200 (spring or fall) or $350 (both). The fee is subject to increase after March 1, 2013.

7. Gift Certificates: Each restaurant must contribute gift certificates ($150 total) to be used for promotional giveaways and contests.

9. Promotion commitment: Participating restaurants agree to incorporate restaurant week logo and/or promotional copy in their regular promotional activities (mailing lists, on-site display, card inside menu, advertisements), as well as provide a link to the siliconvalleyrestaurantweek.com website.

10. Use of names and logo: Restaurant permits the use of its logo, name and chef’s name in connection with promotion of Silicon Valley Restaurant Week.

11. Relationship of the parties: Parties are independent contractors and nothing contained herein or done pursuant to this promotion shall be construed to imply the existence of a partnership, joint venture, principal and agent, or employer and employee relationship between the parties.

12. Limitation of Liability: The failure of either party to perform any obligation otherwise due as a result of governmental action, laws, orders or requests, or as a result of events, such as war, acts of public enemies, strikes or other labor disturbances, fires, floods, acts of God or any causes of like or different kind beyond the reasonable control of that party is excused. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OR LOSS OF DATA, REVENUE, PROFIT, OR SAVINGS OF ANY PARTY, INCLUDING THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING IN CONTRACT, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ANY AMOUNTS PAID TO BOULEVARDS PROMOTIONS UNDER THIS AGREEMENT.

13. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements and understandings. This Agreement may not be modified in whole or in part except in a writing signed by a duly authorized representative of both parties.